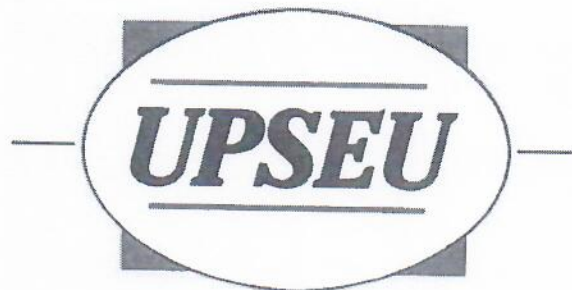


COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Greenfield

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 - Unit MADIV 116
Greenfield Public Works Employees**

July 1, 2017 through June 30, 2020

TABLE OF CONTENTS (by Article)

	Page
Article 1 Agreement.....	1
Article 2 Purpose of Agreement	1
Article 3 Union Recognition.....	1
Article 4 No Discrimination	1
Article 5 Checkoff of Dues	2
Article 6 No Strike Clause	2
Article 7 City Rights	2
Article 8 Seniority.....	6
Article 9 Wages	10
Article 10 Hours and Overtime.....	13
Article 11 Holidays	15
Article 12 Vacations	12
Article 13 Sick Leave	18
Article 14 Military Leave	19
Article 15 Jury Duty Leave.....	20
Article 16 Union Leave.....	20
Article 17 Bereavement Leave	21
Article 18 Personal Leave.....	21
Article 19 Other Leaves of Absence.....	22
Article 20 Family and Medical Leave	22
Article 21 Insurance.....	23
Article 22 Pension Plan.....	24
Article 23 Rest Periods	24
Article 24 Safety	24
Article 25 Grievance Procedure.....	25
Article 26 Clothing/Tool Allowance/Fees	27
Article 27 Substance Abuse Procedure.....	28
Article 28 Miscellaneous	31
• Heat Days	32
• Standby Duty.....	33
Article 29 Duration	34
Recruitment and Selection for Vacant DPW Supervisory Positions	35
FY 2017-2020 Wage Schedules	36
Appendix A.....	43
Appendix B.....	44

TABLE OF CONTENTS
(by Topic)

	<u>Page</u>
Agreement.....	1
Bereavement Leave	21
Clothing/Tool Allowance/Fees	27
Checkoff of Dues	2
Duration	34
Family and Medical Leave	22
Grievance Procedure	25
Holidays	15
Hours and Overtime	13
Insurance	23
Jury Duty Leave	20
Military Leave	19
Miscellaneous	31
• Heat Days	32
• Standby Duty	33
No Discrimination	1
No Strike Clause	2
Other Leaves of Absence	22
Pension Plan	24
Personal Leave	21
Purpose of Agreement	1
Rest Periods	24
Safety	24
Seniority	6
Sick Leave	18
Substance Abuse Procedure	28
City Rights	2
Union Leave	20
Union Recognition	1
Vacations	12
Wages	10
Letter of Intent — Recruitment and Selection for Vacant DPW Supervisory Positions	35
FY 2017-2020 Wage Schedules	36
Appendix A	43
Appendix B	44

ARTICLE 1
AGREEMENT

Agreement entered into between the CITY OF GREENFIELD in the County of Franklin, Massachusetts (hereinafter referred to as the "City") and the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union").

ARTICLE 2
PURPOSE OF AGREEMENT

- A. This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the City, the employees in the bargaining unit and the Union.
- B. It is the desire of both parties to cooperate in maintaining a harmonious relationship between the City and its employees, and to provide an amicable method of settling any difference or grievance relating to wages, hours and other conditions of employment which may arise from time to time and to support the City goal of providing the highest quality of service and performance that is expected to be provided to taxpayers and citizens.
- C. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit.

ARTICLE 3
UNION RECOGNITION

The City recognizes the Union as the exclusive representative of all employees in the Department of Public Works, excluding professional employees, the Superintendent, the Assistant Superintendents, foreman, office and clerical employees, employees of the Engineering Division carrying the grade of Engineering Aide or higher, and further excluding all other employees of the City and those employees known as Temporary Help.

ARTICLE 4
NO DISCRIMINATION

- A. The City agrees that no employee shall in any manner be discriminated against, coerced or restrained on account of membership in the Union or by reason of any Union activity.
- B. The City recognizes its obligations under the Massachusetts Fair Employment Practices Act and other relevant laws which provide employees with rights to be free from unlawful discrimination based on factors such as age, race and gender. Any claim that the

City or a City management employee or official has violated these rights shall be pursued exclusively through resort to the procedures established under State and Federal laws for the vindication of these rights.

ARTICLE 5

CHECKOFF OF DUES

- A. Effective June 27, 2018, employees have the Constitutional right to choose to be or not be members of the Union or to pay or not pay an Agency Service Fee to the Union. They cannot be retaliated against for exercising these rights. The amount of the Union Dues and Agency Service Fee shall be certified in writing to the City and City Treasurer on or before January 1st of each year.
- B. The Union agrees to and does hereby indemnify, defend and save the City harmless from and against any and all claims, demands, liabilities, lawsuits or any other form of action arising from or related to any action taken by the City in reliance upon information furnished to the City by the Union for the purpose of complying with any of the provisions of this Article.
- C. Agency Service Fee: The Union agrees to indemnify and save the City harmless against all claims, suits or other forms of liability arising out of the deductions of any Agency Service Fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the City Treasurer as may be required by said City Treasurer under General Laws, Chapter 180, Section 17G.

ARTICLE 6

NO STRIKE CLAUSE

The Union agrees that, during the life of this Agreement, there will be no strike, picketing or stoppage of work, and the City agrees that there will be no lockout.

ARTICLE 7

CITY RIGHTS

- A. The City, the Union and the employees agree that the right and responsibility to operate and manage the business and the affairs of the City, to select and direct the working forces and to control, direct, discontinue and change the use of its properties and facilities are vested exclusively in the City. These rights and responsibilities include by way of illustration the right to determine, control and change work and experimental operations;

the right to select, test, train and to determine the ability and the qualifications of the employees; the right to determine, control and change emergency, experimental, operating, production, shift, training and working assignments and schedules; the right to determine, control, plan and change all matters pertaining to purchase, sale or disposition of equipment, and the organization of the management staff; the right to establish, distribute, modify and enforce reasonable rules of employee conduct, manuals of operating procedures and rules and regulations governing matters pertaining to safety and health within the operations of the City; the right to determine, control and change the quality and nature of its services; the right to employ, lay off, discharge, retire, assign, discipline, transfer, interview and promote its employees, including casual, seasonal, temporary employees and contract labor except as specifically limited by this Agreement; the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment and reduce, or eliminate functions; the right to investigate all matters relating to City operations, citizen complaints and employee conduct; the right to control, determine, direct, establish, change and discontinue City functions and services or the location or the operation of its office, the DPW garage or other facilities; the right to determine, establish and change any form of employee benefits not otherwise provided for in this Agreement; the right to maintain discipline and order and to maintain or improve efficiency within its operations and all other rights pertaining to the operation and the management of the business and the affairs of the City and the establishment and change of conditions of employment not specifically given in this agreement to the Union or to the employees.

The failure by the City to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of the right of the City to control, operate and manage its business. The Union and the employees agree that, except as otherwise specifically provided in this Agreement, nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent right to the management of the City to operate and conduct its business, facilities and services with maximum efficiency or of the common law right of the City to control, direct, manage, plan and make changes in the business or the affairs of the City, and to unilaterally exercise rights and authority as provided and illustrated in this Section; provided, however, that none of these rights shall be exercised by the City contrary to any specific provisions of this Agreement.

B. Causes for Dismissal. Employment will be terminated for an employee who has committed any of the following violations:

1. Insubordination or refusal to carry out orders from the Crew Chief or equivalent or those of higher rank;
2. Use of or working under the influence of alcohol or illegal drugs while on the premises while employed during working hours or while operating City-owned vehicles or equipment;
3. Willful destruction, theft or damage of City property;

4. Excessive unexcused absence and lateness;
5. Fighting or threatening violence in the workplace;
6. Unauthorized use of sick leave or falsification of sick leave requests;
7. Failure to notify the City that a job-required CDL license has been temporarily or permanently revoked or suspended or whose CDL license is intentionally not renewed;
8. Acts of sexual harassment; or
9. Falsification of timekeeping records or other employee or departmental records.

Grievance procedures as defined in Article 25 and Substance Abuse Procedures as defined in Article 27 will be followed.

- C. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the Parties hereto unless made and executed in writing by said Parties.
- D. The failure of the City or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the City or of the Union to future performance of any such term or provision, and the obligations of the Union and the City to such future performance shall continue.
- E. The exercise by the City of any of the foregoing rights shall not be used to discriminate against any employee by reasons of membership or non-membership in the Union.

ARTICLE 8 **SENIORITY**

- A. Departmental seniority for an employee shall be defined as his continuous length of service in the bargaining unit. Departmental seniority shall be the controlling factor in regard to layoffs, recalls, vacations and transfers. For employees of the City of Greenfield transferring into this bargaining unit, the departmental seniority will be mutually agreed to in advance by the City and the Union. Divisional seniority for an employee shall be defined and restricted to his continuous length of service in his current Division. Divisional seniority shall be the controlling factor in regard to job bids and promotions subject to Section B of this Article. Part-time employees who work less than twenty (20) hours per week and summer help and temporary employees shall not have any departmental or Divisional seniority.
- B. When the City determines to fill a vacancy at the W-3 level or above, job bids shall be posted for three (3) work days on the appropriate bulletin boards, during which time

employees may submit written bids to the appropriate Division Supervisor. The job award to qualified applicants shall be determined in the following order:

1. The senior employee bidding from within the same Division where the vacancy exists shall have preference.
2. The senior employee in the Department shall then have preference.
3. Applicants from outside the bargaining unit may then be considered.
4. If a job opening occurs while a qualified employee is on authorized leave, an employee may submit his or her written bid within three (3) days of receipt of written notice from the City of the job bid posting or within three (3) days of his or her return to work, whichever is shorter. An employee on workers compensation who does not have a known or an anticipated return to work date as certified by his/her treating physician will not be eligible to bid on job openings.
5. No employee with a seniority preference will lose the bid to an applicant with less seniority except for good cause. An employee aggrieved by such a decision may appeal to arbitration, whose decision shall be final. Any arbitration under this Section will be by the voluntary expedited arbitration rules of the American Arbitration Association.
6. When there is a bid on an open position, which requires a Commonwealth of Massachusetts CDL or hydraulic license, the senior in-division employee that possesses the required licenses at the time of the bid opening shall be given the award. If no bidding employee in the Division possesses the required license(s), the City may consider making a provisional award to the most senior bidding employee who has demonstrated skills that indicate that he/she is likely to be able to acquire the required license(s). The provisional awardee shall be given at least two (2) tries or at least ninety (90) calendar days to acquire the license(s). A provisional awardee under this sub-section, shall not receive the associate pay increase until the first full week that they have possession of the license.
7. When there is a bid on an open position which requires a Commonwealth of Massachusetts operator's license for either Water Facilities or Water Distribution, the employee must possess the requisite license at the time of the bid opening to receive the award. The City may consider making a provisional award to the most senior bidding employee who has demonstrated skills that indicate that he/she is likely able to acquire the required operator's license within one (1) calendar year. A provisional awardee under this sub-section shall be given one (1) calendar year to obtain the license and shall not receive the associate pay increase until the first full week that they have possession of the license; except, in the case where an employee is at the top of the current scale and eligible for a step increase according to Article 9(F), then a step will be given

to the next highest pay scale of the awarded position. However no future steps will be given until such time as the required license is received.

8. When there is a bid on an open position which requires a possession of a Automotive Service Excellence (ASE) Mechanic's Certification, the employee must possess the requisite certification at the time of the bid opening to receive the award. The City may consider making a provisional award to the most senior bidding employee who has demonstrated skills that indicate that he/she is likely to be able to acquire the required certification within one calendar year. A provisional awardee under this sub-section shall be given one (1) calendar year to obtain the certification and shall not receive the associate pay increase until the first full week that they have possession of the license.
 9. It is understood that any employee awarded the bid, after a reasonable period of training, must demonstrate his ability to satisfactorily perform the work. "A reasonable period of training" as used in this Section shall be by mutual agreement of the City and the Union at the inception of such a training period. At the conclusion of such training period, if the City believes the employee has not demonstrated ability to satisfactorily perform the work, the employee may be returned to his prior position (if it still exists; otherwise to the appropriate position for which he has demonstrated ability to do the job and greater seniority than the incumbent). In case of such bumping, all bumped employees shall themselves have such bumping rights. The implementation of an award may be postponed by the City for a reasonable period until a replacement for the employee is ready.
 10. In the event an employee was bumped by another more senior employee due to a position elimination, he/she shall have the opportunity to return to the position from which he/she was bumped should a vacancy in that position occur or a reinstatement of the position occurs. The right to return to a former position shall extend for a period of time equal to two (2) years or the employee's length of employment service, whichever is the shorter, calculated from the date the employee was bumped.
 11. An employee who is awarded a bid shall not be eligible to bid laterally for another vacancy more than twice during the twelve (12) months subsequent to the award. Employees who bid and are awarded the position and who either withdraws the bid and/or declines the position shall have the bid considered as such and is applicable under this Article.
 12. The City will furnish the Union with a copy of the job bid posting, name of bidders, name of awardee and reason for the award.
- C. An employee shall lose his/her seniority and cease to be an employee of the City for any of the following reasons:
1. If an employee quits or retires;

2. If the employee is discharged;
 3. If he/she fails to report within five (5) days when recalled from layoff, or if an employee is on layoff for the length of his/her service or two (2) years, whichever is less;
 4. Unauthorized Absences without notifying the Field Superintendent or his/her designee within three (3) days; or
 5. False reasons for leave of absence.
- D. New employees shall serve a probationary period of ninety (90) calendar days during which they shall have no seniority rights or use of accruals. After the expiration of the probationary period, seniority rights shall date back to the time of employment. The City has the right to discharge a probationary employee without reference to the Union and such discharge is not subject to any provisions of this Agreement.
- E. The City will give the Union President and its employees involved a two-(2)-week notice of any intended layoff. In case of discharge, the Steward or the Business Agent will be notified at the time, if available, but, in any case, within four (4) hours.
- F. The City will send to Union Headquarters (and also provide a copy to union officers) a current seniority list upon the list being amended from a hiring or separation of employment event.
- G. The City shall have the right to employ temporary help at its discretion between May 1 to September 30, and such help shall work the normal work week. All exceptions to these dates and hours shall be by mutual agreement between the Superintendent and the Union. The City shall have the right to terminate the employment of temporary help at any time.
- H. Employees will not be discharged or disciplined except for good cause.
- I. Work assignments within a classification will, whenever possible, be on the basis of the senior employee's ability.
- J. Employees being re-employed by the City after having previously terminated employment for any reason will be considered as a new employee. Seniority, vacations and other benefits will be computed from the date of most recent employment unless reinstated due to correction of facts or other pertinent information leading to current termination.
- K. Except for emergencies beyond the control of the City, experimental or developmental work, the unusual absence of employees, unusual or unexpected service requirements or in the course of the instruction, training or supervision of other employees in the bargaining unit, supervisory SSEA personnel shall not perform the full-time work normally performed by the employees in the bargaining unit. Nothing in this Agreement shall limit or restrict supervisory personnel or other non-bargaining unit personnel from performing work identical to their normal functions and responsibilities as the City considers necessary or advisable.

- L. The City agrees to give the Union two (2) weeks' advance notice of a layoff and an opportunity to discuss alternatives. At the time of a bump, the parties will meet to discuss the duration of the familiarization period appropriate to learn the job (as opposed to developing the skills). An employee in the bargaining unit who is being laid off due to elimination of or lack of funding for his/her position will have the opportunity to bump another bargaining unit employee with less departmental seniority who occupies a position with the same or lower grade, provided the employee whose job is being eliminated or not funded has all of the required licenses and other qualifications listed in the position description at the time he/she exercises the right to bump. The employee shall be allowed a familiarization period on the new job of two (2) weeks, which may be extended by mutual agreement of the City and the Union. During this period, the City may determine, for good cause, that the employee cannot perform up to standard and he/she will be subject to layoff. An employee who has been bumped under this Article shall be returned to the former position held where there is a vacancy to be filled.
- M. Employees assigned to tasks and work sites which extend beyond the normal work hours will have the right of first refusal to the overtime.
- N. A laid off employee shall retain recall rights for a period of time equal to two (2) years or his/her length of service, whichever is the shorter period.

ARTICLE 9

WAGES

- A. The classifications, grades and rate ranges for all jobs in the bargaining unit have been negotiated and are made a part of this contract as Schedule "W" and Schedule "T." July 1, 2017, base rates will be increased by two percent (2%). On July 1, 2018, base wages will be increased by two percent (2%). On July 1, 2019, base wages will be increased by two percent (2%). Wage increases are retroactive provided that payment of retroactive amounts is limited to those employees still actively employed in the bargaining unit as of the date of execution of the 2017-2020 Collective Bargaining Agreement.
 - 1. Employees at the Waste Water Treatment Plant and ASE certified mechanics shall be paid according to the "T" Schedule.
 - 2. In the award of any bid, except in the case of a lateral bid on the same pay scale, the wage increase shall be no less than twenty-five cents (25¢).
- B. Employees will be hired at no less than the minimum of the Grade.
- C. An employee who is assigned by the City as back-up for one doing a higher classification job shall receive the corresponding job classification which would give the employee an increase of no less than twenty-five cents (25¢) per hour. The back-up may be assigned to the higher classification as needed and the higher temporary grade rate will be paid:

1. When the employee is assigned by management to do the higher classification of work.
2. If an employee works for two (2) or more hours in one (1) of the higher classification positions set forth in the Organizational Structure attached hereto as Appendix B, the employee shall be paid at the higher classification rate for the entire shift.

This provision shall not be applied to any other positions, including Waste Water Specialist or Potable Water Specialist when doing the work of their supervisor.

- D. For custodians, there will be a seventy-five cent (75¢) premium for all work on work periods which include three (3) hours or more outside the regular day shift work period defined as between the hours of 6 a.m. and 6 p.m. This premium will apply to all overtime hours worked. This Paragraph does not apply to part-time employees who work less than twenty (20) hours per week or to temporary employees. This Paragraph applies to regular assigned shifts only.
- E. Grade B for temporary help shall be for first year. If hired the second year, Grade C; third year, Grade D; fourth year, Grade E; fifth year, Grade F.
- F. An annual merit review on January 1st shall be conducted by the City for granting classification step increases. To be eligible for a step increase, an employee must have worked not less than one hundred thirty (130) days in the aggregate in the year prior to January 1st at his present classification step. The City may refuse to grant a step increase to an employee when a disciplinary suspension has occurred since last automatic increase. Step increases begin the first full payroll period in January. Time worked for step increases shall include only holidays and vacations.
- For part-time help, the above Paragraph will apply, with the exception of the second sentence, which will be modified only to read fifty-two (52) days.
- G. A continuous shift is a turn of work broken by not more than four (4) continuous hours off duty.
- H. A new employee hired at the A step will be advanced at the end of the probationary period to the B step.
- I. The minimum hiring rate for regular full-time employees will be W-3A.
- J. Part-time employees are those who work fewer than forty (40) hours per week on a regular schedule. Part-time employees must, however, work an average of twenty (20) hours a week in order to be eligible for all City benefits, as well as statutory benefits for which they meet statutory requirements. Accrual rates or defined benefits shall be pro

rata. Pro rata is defined as the equivalent amount as compared to a full-time position. Temporary and seasonal employees are not benefit eligible.

K. A standby duty group of a minimum of eight (8) but a maximum of twelve (12) employees shall be determined on a bid basis with preference given to the most senior employee with sewer experience. From this group, a rotating crew of two (2) employees shall be available on standby year-round for Department of Public Works call-out assignments. In addition to this regular crew, a one-employee crew drawn from the list of normal sand truck operators will be available during the winter period. The duty assignment will be on a weekly basis beginning at 12:01 a.m. on Sunday to Midnight on Saturday.

1. The standby rate of \$32.00 per day, except \$37.00 for each Saturday, Sunday and contractual holidays, will be paid each standby employee. Effective January 1, 2019, standby rates will increase to \$35.00 and \$40.00, respectively. Any work performed on call-out during a standby period will be at the appropriate rates. All employees on standby will notify the assigned supervisor, except for certain emergencies where they can be reached by phone at all times. If a standby employee becomes unavailable, he/she shall notify the assigned supervisor that a replacement is required. When an employee is recalled under this Article s/he shall respond within thirty (30) minutes from receiving the call. Those accepting a standby duty, but failing to provide coverage, shall not receive the standby rate for the day and, for repeated offenses, shall be removed from the schedule. Payment of retroactive amounts is limited to those employees still actively employed in the bargaining unit as of the date of execution of the 2017-2020 Collective Bargaining Agreement.

2. The City from time to time may establish a two-employee water standby crew, subject to the pay obligations above, when determined to be necessary to efficiently meet anticipated needs. Two (2) people may be called out when confined space access entry is necessary.

L. An employee regardless of his length of service who is hurt on the job will be compensated for the balance of the day in which the injury occurred. Upon written application, employees involved in a Workers' Compensation case may receive the difference between what they receive from Workers' Compensation and their average weekly wage as determined by the Department of Industrial Accidents to determine benefit wage payments, deductible from their holiday, vacation, personal or sick pay and to the extent that they have time-off pay available. Employees who are receiving Workers' Compensation benefits shall cease to accrue sick leave after six (6) months of disability absence and shall cease to accrue vacation and personal leave after three (3) months of such absence. On return to work, accruals will resume. Personal leave in any fiscal year will be calculated pro rata excluding the first six (6) months of disability leave.

No sick leave shall be available where the injury/illness arose out of employment for which another employer is liable under Workers' Compensation law or Section 111F of

Chapter 41, M.G.L. and the employee is receiving sixty percent (60%) of his/her weekly pay.

- M. Temporary or summer help will not be paid at a rate greater than W3A.
- N. Longevity Pay: Each bargaining unit member shall be paid longevity pay based on one-dollar (\$1.00) per week times the years of service after ten (10) years of service. This shall not be computed into overtime.

ARTICLE 10

HOURS AND OVERTIME

- A. The pay week shall begin at 12:01 a.m. on Sunday and end at Midnight on the following Saturday. The pay day shall begin at 12:01 a.m. and end at Midnight that same day.
- B. The normal work week will be eight (8) hours per day, five (5) days per week, Monday through Friday, starting time 7:00 a.m. and quitting time 3:00 p.m.

The normal work day will be from 7:00 a.m. to 3:00 p.m. (except Custodians whose day shift may be between the hours of 6 a.m. and 6 p.m.). The normal mid-day lunch period will be a paid period from 12:00 Noon until 12:30 p.m. (except Custodians whose lunch period will coincide to as close to the middle of his/her shift as possible.) Lunch will be carried by the employee and eaten at the "work site." This will apply to all bargaining unit members.

There will be a fifteen-(15)-minute mid-morning break at a reasonable time as determined by the Director.

The Water Pollution Control Facility will operate on a regular 7:00 a.m. to 3:00 p.m. basis. The normal overtime regulations will remain in effect. For the treatment facility, the summer hours may be 6:00 a.m. to 2:00 p.m. Summer hours shall be from Flag Day (June 14th) to September 14th.

During inclement weather, a mid-day thirty-(30)-minute lunch period may be taken at the Yard.

The City of Greenfield will provide vehicles with containers of drinkable water and waterless hand cleaning materials.

During the summer, the hours of the normal work week and normal work day may be changed to four (4) ten-(10)-hour days for a temporary trial period by mutual agreement. New shifts may be created, by mutual agreement, to cover this special condition to ensure full coverage.

- C. Monday Through Friday Work Week:

Time and one-half will be paid to all employees for all work beyond forty (40) hours per week, beyond eight (8) hours in any twenty-four (24) hour period, and for all work beyond a continuous shift of eight (8) hours, for all Saturday and Sunday work (for employees on a Tuesday through Saturday work week, for all work on Sunday and Monday), for all holidays worked (in addition to holiday pay), and to employees called in from their vacations and personal leave.

Double time will be paid for all hours worked on Christmas Day and Thanksgiving Day in addition to holiday pay.

Personal time, compensatory time, vacation time or approved sick time shall count as time worked when computing overtime.

Odd Work Week:

Time and one-half will be paid for all work beyond forty (40) hours per week, beyond eight (8) hours in any twenty-four (24) hour period, and for all work beyond a continuous shift of eight (8) hours, for all sixth and seventh day of their regularly scheduled work week, for all holidays worked (in addition to holiday pay), and to employees called in from their vacation and personal leave.

- D. Holidays and vacations are to count as time worked in computing overtime. Holidays, sick leave and vacations are to count as time worked in computing eligibility for holidays, sick leaves and vacations. An employee who has passed his or her probationary period and achieved his/her seniority rights will be eligible for holidays, vacation and sick leave as a regular employee.
- E. Overtime or straight-time rates may not be pyramided and no employee shall be paid both daily and weekly overtime premium for the same hours worked.
- F. General OT:
 - 1. Person normally assigned to the job.
 - 2. Most senior qualified person within the division.
 - 3. Most senior qualified person shop-wide.

Route Assignments:

Plowing Route Assignments And All Other Routes:

- 1. Person who held the route the previous year has first right of refusal.
- 2. By shop-wide seniority.
- 3. Employees who sign up for and are awarded a snow and ice assignment are expected to be available at all times unless on authorized leave. However, at no time shall the person not respond to a call more than three (3) times for snow and ice

events for that season without a valid reason. In the event this occurs, the City may remove the assignment and replace them with another senior person.

Sanding Assignments:

1. Person who held the route the previous year has first right of refusal.
2. When a sanding route is open, the award will be to the most senior sander. Vacancies are then filled first by seniority from those on the sander standby list and then by seniority shop-wide.
3. The sanding backup list shall be limited to six (6). Vacancies on that list shall be filled by shop-wide seniority.

Loader/Mixer Position:

1. Highway loader operator has first right of refusal.
 2. From those who were on the loader/mixer backup list (which shall be limited to 4) from the prior year by seniority.
 3. By shop-wide seniority.
 4. Backup list shall be filled by shop-wide seniority.
- G. Three (3) hours' work or pay at the applicable overtime rate will be guaranteed to employees called or scheduled back to work after having completed his/her shift and left the workplace.
- H. Temporary and part-time help will only be paid overtime beyond eight (8) hours daily and forty (40) hours weekly.
- I. Compensatory Time. In lieu of overtime pay, employees may request compensatory time at the rate of one and one-half (1½) hours for each overtime hour worked. Compensatory time off may be accumulated to a maximum of forty (40) hours. A maximum up to forty (40) hours may be carried over from fiscal year to fiscal year. Requests for compensatory time off will be administered the same as vacation requests.
- J. Employees are not eligible for call-outs if on the day or night of the call-out they: (1) are out on Bereavement Leave; (2) are out on consecutive FMLA leave; (3) were out due to illness or injury on the day of the call-out; or (4) are out on unpaid leave. When calling out, employees must state their availability for overtime call-ins before the start of their next shift.
- K. The Union agrees to direct deposit for employees. Pay stubs shall be distributed on Fridays; provided that when the payment system becomes computerized, pay stub information shall be available to employees electronically.

ARTICLE 11

HOLIDAYS

- A. The following will be considered paid holidays: January 1st, July 4th, November 11th, day after Thanksgiving, December 25th or the day following when any of said days occur on Sunday; and also the third Monday in January, the third Monday in February, the third Monday in April, the last Monday in May, the first Monday in September, the second Monday in October, and the fourth Thursday in November. All employees, except part-time and temporary help, will receive eight (8) hours pay for such holidays regardless of the day on which they fall. If a holiday as set forth above falls on a Saturday, the preceding Friday shall be a non-work day. For employees in the Solid Waste, as well as others who perform Solid Waste duties on that day, and Water Facilities Division employees, the day after Thanksgiving is to be administered as a regular work day and all employees working that day shall receive an additional floating holiday instead.

For Tuesday-through-Saturday employees, the holiday shall be recognized or celebrated on the next regularly scheduled work day. This change will not apply to the current Tuesday-through-Saturday employee (current employee grandfathered). This current employee on the Tuesday through Saturday schedule, when a holiday falls on a Monday, can take the pay but not convert it to Comp Time.

The following will be considered paid one-half holidays: Christmas Eve (12/24) and New Year's Eve (12/31); except when Christmas and New Year's fall on a Saturday or Sunday. A one-half ($\frac{1}{2}$) day holiday will be four (4) hours, 11:00 a.m. to 3:00 p.m., except that the rubbish routes must be completed. Management will make every effort to assign equipment and personnel to facilitate completion of the routes by 11:00 a.m. or as close to that as possible.

To be eligible for holiday pay, an employee must have completed the probationary period and must have worked not less than twenty (20) days in the aggregate in the year prior to the holiday and must have worked on the day preceding and the day following the holiday, unless a duly authorized leave of absence shall have been granted for either of said days.

- C. When a holiday occurs during an employee's vacation period, the employee will be paid holiday pay and will not be charged with a vacation day.

ARTICLE 12

VACATIONS

- A. Vacation shall be at full pay and the employee's anniversary date of hire shall be the date from which all vacation leave is credited. Vacation leave shall be earned monthly.

Length of Service	Number of Days	Monthly Accrual Rate
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< 3 years	10	6.67
3 years but < 6 years	12.5	8.33
6 years but < 8 years	14	9.33
8 years but < 10 years	15	10
10 years but < 11 years	16	10.67
11 years but < 13 years	17.5	11.67
13 years but < 15 years	19	12.67
15 years but < 17 years	21	14
17 years but < 21 years	23	15.33
21 years but < 25 years	25	16.67
25 years and over	27.5	18.33

- B. For employees hired after the implementation date of this contract, i.e., after employees have received their pay increases retroactive to July 1, 2005, their vacation schedule shall be as follows:

Years of Service	Days/Years	Hours/Years	Hours/Month	Days/Month
< 2 years	10	80	6.67	.83
2 years but < 4 years	12	96	8	1.00
4 years but < 6 years	13	104	8.67	1.08
6 years but < 8 years	15	120	10	1.25
8 years but < 10 years	16	128	10.67	1.33
10 years but < 11 years	17	136	11.33	1.42
11 years but < 13 years	18	144	12	1.5
13 years but < 15 years	19	152	12.67	1.58
15 years but < 17 years	20	160	13.33	1.67
17 years but < 20 years	22	176	14.67	1.83
20 years but < 25 years	23	184	15.33	1.92
25 years or more	25	200	16.67	2.08

- C. Vacation requests shall be granted by the City at such time as will cause the least interference with the performance of such work of the City. The seniority of an employee, except for vacation change requests, shall determine the assignment of specific dates according to the following procedure:

1. Vacation time may be taken in two (2) hours or more periods, but must be requested in writing in advance. Employees requesting time off in the afternoon must either request the time in an increment of two and a half hours (2.5) and the City will allow employees requesting such time to leave at noon (the beginning of the paid lunch period) or must request to take the final hour of the work day as leave.
2. During the year, only two (2) employees from the same Division may be granted the same vacation date, unless waived by the Assistant Field Superintendent of respective Divisions and concurred to by the Field Superintendent.

- D. Whenever the employment of any person, subject to the provisions of this Section, is terminated during a year by layoff, resignation, retirement or death without his/her having been granted a vacation to which he/she is entitled under such Section, he/she, or in the case of his/her death, his/her estate, shall be paid at the regular rate of compensation payable to him/her at the termination of his/her employment an amount in lieu of such vacation, provided that no monetary or other allowance has already been made therefore. The official head of the Department in which the person was last employed shall enter on the departmental payroll all amounts payable under this Section.
- E. A vacation, once set, cannot be cancelled or changed except by mutual agreement.
- F. Illness suffered during an employee's scheduled vacation will be considered as vacation time rather than sick paid time. However, if hospitalization or confinement is required, paid sick time may be substituted for vacation time if the provisions of the sick leave of this Agreement are satisfied and the vacation time rescheduled.

ARTICLE 13

SICK LEAVE

- A. All full-time employees will accrue sick leave at the rate of ten (10) hours per month of completed service, to be credited on the first day of the following month.
 - 1. An employee who successfully completes their probationary period may use their accumulated sick leave subject to provisions of Paragraph C of this Article, etc.
 - 2. Sick leave may be accumulated to an unlimited amount and, subject to provisions of Paragraph C of this Article and any other provisions pertaining hereto, may be used without limitation.
- B. Leaves of absence for reasons of illness will be granted to any employee known to be ill, as supported by evidence satisfactory to the City. While the employee is on paid sick leave, his/her seniority will continue to accumulate to a minimum of one (1) year or the length of paid sick leave, whichever is greater. While it is understood that sick leave is only for the employee's illness or injury, up to eighty (80) hours of accrued sick time per year may be used by an employee for an ill child, spouse, parent/step-parent.
- C. Leaves of absence due to sickness shall be subject to the following rules:
 - 1. Sick leave allowance shall be authorized only by the head of the respective Department of the City by which the employee is employed upon written application by the employee.
 - 2. Each employee must notify his or her department head promptly of any absence which is to be computed as sick leave.

3. The employee should notify the Foreman before starting time on the first day of absence of his intended absence, the anticipated length of absence and any subsequent change in the anticipated length of absence.
 4. Absences incurred through substance abuse shall be excluded from sick leave allowance.
 5. The department head may require verifications satisfactory to the department head of any claim for sick leave if such verification is considered necessary. Upon returning to work after a sickness, the City agrees to accept a letter from a chiropractor or nurse practitioner, except in serious injury or illness cases. The department head may require a fitness-for-duty certification prior to an employee returning to work if sick leave was taken due to an injury (whether work-related or non-work-related).
 6. No sick leave shall be available when an employee is collecting Workers Compensation through another employer.
- D. Sick leave credited to an employee's record shall not be considered due an employee on separation of any nature from employment of the City, except as provided in Paragraph E.
- E. All full-time employees (or their estate) shall receive twenty percent (20%) of their unused accumulated sick leave at their base rate of pay in a lump sum payment based upon years of service in the following termination of employment classifications:
1. Death: No minimum years of employment;
 2. Disabled: No minimum years of employment;
 3. Laid off: One (1) year of employment;
 4. Retirement: Ten (10) years of employment;
 5. Resigns: Ten (10) years of employment.

For employees hired after the implementation date of this contract, i.e., after employees have received their pay increases retroactive to July 1, 2005, their sick leave buy-back schedule shall be as follows:

1. Death: No minimum years of employment;
2. Disabled: No minimum years of employment;
3. Laid off: Ten (10) years of employment;
4. Retirement: Ten (10) years of employment;
5. Resigns: No benefit.

For employees hired after August 28, 2009, the sick leave buy-back shall be capped at five thousand dollars (\$5,000).

ARTICLE 14
MILITARY LEAVE

- A. Any employee having at least one (1) year of continuous service for the City and being required to perform military duty in the Armed Forces of the Commonwealth under the provisions of General Laws, Chapter 33, Section 54, or being required to serve an annual tour of duty as a member of a reserve component of the Armed Forces of the United States shall be granted a military leave of absence, and shall have his/her military pay supplemented by the City for up to fifteen (15) work days per year in the amount necessary to provide the employee with the total gross weekly income that he/she would have earned in City employment, including Shift Differential, and in addition thereto shall be granted the same leaves of absence or vacation with compensation given to other like employees.
- B. A military leave of absence without compensation shall be granted to any such employee called to active duty with the Armed Forces of the Commonwealth or of the United States for purposes other than the military duty referred to in the preceding Paragraph. It is the employee's responsibility to notify his/her department head of the dates he/she is leaving for military service and to provide written proof from military or selective service officials. Leave granting and re-employment will be in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA).
- C. Seniority shall accumulate during service in the Armed Forces of the United States.
- D. A military leave of absence with compensation shall be granted to any such employee for the purpose of appearing before any board under the Selective Service Law or for any physical examinations under said law, but no such leave of absence shall be granted for a period of more than one (1) day without the approval of the Advisory Board of Review.

ARTICLE 15
JURY DUTY LEAVE

- A. An employee of the City who serves as a grand or traverse juror or is subpoenaed as a witness in a Federal Court or in the Courts of the Commonwealth shall receive from said City the differences between his/her salary and the compensation he/she receives for such jury service, exclusive of any travel or other allowance. It is the employee's responsibility to notify his/her department manager of the dates he/she is called for jury duty and to provide written proof by providing a copy of the Notice to Serve from the Jury Commissioner; and to provide verification of compensation received for jury service.
- B. No pay will be allowed if employee is subpoenaed either as a plaintiff or as a defendant, except if called as a result of his/her employment with the City.
- C. Seniority shall accumulate during this time.

ARTICLE 16
UNION LEAVE

- A. Leaves of absence up to one (1) year will be granted for Union business without pay and without benefits accruing under the contract and by virtue of their employment, but with seniority accumulations.
- B. Reasonable time off for Union business will be allowed if the general welfare, safety and health of the general public is not jeopardized. Approval of the Field Superintendent or the Superintendent is required.

ARTICLE 17
BEREAVEMENT LEAVE

- A. Seniority shall accumulate during this time.
- B. The provisions of this Article are designed to provide time off to employees to prepare and/or participate in funeral services and attend to related family needs. Bereavement leave shall not be used for unrelated other purposes.
- C. Leaves up to a maximum of five (5) paid working days shall be allowed for death in the immediate family of the employee and shall not be charged against the sick leave allowance.
- D. Immediate family defined in this Section shall mean spouse, spousal equivalent, children, parents, step-parents, siblings, step-siblings, step-children, step-grandchildren, grandparents and grandchildren of the employee.
- E. Leaves up to a maximum of three (3) paid working days shall be allowed for the death of a parent-in-law, brother- or sister-in-law, grandparents-in-law, and son- or daughter-in-law.
- F. Leave up to a maximum of one (1) paid working day to attend the funeral service may be taken for the death of aunts, uncles, or first cousins of the employee.

ARTICLE 18
PERSONAL LEAVE

- A. Leave up to forty (40) hours per employee per year will be granted for any reason, provided the employee has been employed by the City for a period of at least six (6) months. The employee's anniversary date of hire shall be the date on which personal leave is credited.

- B. Personal leave may be taken at any time in no less than one (1) hour increments. Employees will notify the City in advance whenever possible.
- C. Personal leave shall be at an employee's regular rate of pay and is not accumulative from year to year. Seniority shall continue to accumulate while an employee is on personal leave.
- D. The City will make every effort to make the time available to the employee when requested, but no more than two (2) employees from any one Division can take non-emergency personal leave at the same time. Under no circumstances will an employee lose his yearly allotment, except if it is due solely to the employee failing to schedule and use leave through no interference of the City.

ARTICLE 19 **OTHER LEAVES OF ABSENCE**

- A. Reasonable leaves for personal reasons may be granted for a maximum of one (1) year and shall be without compensation. No unpaid leave will be authorized if an employee has accumulated unused compensatory, vacation, personal or other paid time to his/her credit, except with the mutual agreement of the employee, the City and the Union.
- B. Seniority shall not accumulate during this time.
- C. During unpaid leaves and leaves covered by Workers' Compensation, employees will continue to be credited with vacation, sick leave and personal leave under this Agreement, subject to a pro rata reduction in sick leave equal to one (1) day for each calendar month of such leave during the twelve-(12)-month period prior to the credit date. There shall be no accrual of benefits during an unpaid leave under this Article except if a leave is covered by Workers' Compensation.

ARTICLE 20 **FAMILY AND MEDICAL LEAVE**

- A. In compliance with the City's adoption of the Family and Medical Leave Act (FMLA) of 1993 and as hereby agreed and affirmed by the City and the Union, the FMLA leave policy governs events such as:
 - 1. the birth, adoption or foster care placement of a child and for care of that child;
 - 2. the serious health condition of a spouse, spousal equivalent or life partner, child or parent;
 - 3. the employee's own serious health condition.

B. Pursuant to the policy, all eligible employees are entitled to take up to twelve (12) weeks of unpaid family medical leave during a twelve (12) month period as provided for under the FMLA's definitions and procedures, except:

1. as provided for under any applicable time-off plan contained elsewhere in this Agreement;
2. as outlined in the "Paid Leave and Benefits" section of the FMLA policy;
3. any paid leave provided by this Agreement shall run concurrently with and not in addition to any unpaid leave;
4. employees may utilize any accrued leave from any time off plan described herein for any such leave; however, absent any accrued time, any such leave or balance of family leave remaining shall be unpaid.

C. The City and the Union hereby affirm and adopt the Massachusetts Small Necessities Act wherein employees are entitled to twenty-four (24) hours of unpaid leave time in addition to any FMLA leave. Any paid leave as provided elsewhere within this Agreement (Personal Time) shall run concurrently with and not in addition to any unpaid leave. Such leave includes:

1. school activity involving the educational advancement of the employee's child;
2. to accompany the employee's child to a routine medical or dental appointment;
3. to accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments or for appointments for other professional services related to the elder's care.

Employees are notified that all notifications, certifications and questions must be submitted to the Director of Human Resources.

ARTICLE 21

INSURANCE

A. The City will provide insurance plans for eligible employees pursuant to the provisions of M.G.L. c. 32B. Group life insurance shall be not less than \$5,000.

B. The insurance coverage provided to the employees will be reviewed by an Insurance Advisory Committee as established under M.G.L. Chapter 32B, Section 3. If an employee covered under this Agreement is chosen as a Committee member by the Union, such member shall attend all meetings and functions pertaining to health and life insurance and will be paid his/her regular rate for his/her normally scheduled work week of forty (40) hours. After bids are received, the City will notify the Union through its representative on the Insurance Advisory Committee of any proposed changes. The City agrees to discuss any changes with the Union after those changes are recommended by the Insurance Advisory Committee. This language includes changes in health or life insurance for active personnel and retirees. The Union shall notify the City from time to

time as to the individual who will be on the Committee or who the delegated alternate is, if any.

- C. The cost of Medicare shall be reimbursed on an annual basis to the retired individual.
- D. Section 1: Notwithstanding any contrary or arguably limiting provision in this Agreement, the obligation of the City to provide health insurance shall be limited to providing employees under this Agreement with the right to participate in the group insurance program established by the City under and in compliance with the express provisions of Chapter 32B of the General Laws, if said employees are eligible under the terms of the State law and the terms of the insurance contracts with the Town.

Section 2: The City will pay sixty percent (60%) of the premiums for group health insurance plans offered, except that it will pay eighty percent (80%) of the premiums for the existing HMO plan or its comparable successor.

Section 3: The City and the Union agree to cooperate with any collaboration effort made available by statute for possible entry into the GIC health insurance group.

- E. Employees who are laid off shall receive one month's paid insurance, under COBRA, for each year of service, up to a maximum of ten (10) months, to be paid by the City and employee as per insurance formula; and upon verification that the former employee is not working at an employer that offers health insurance. The City agrees to pick up the administration charge when continuing insurance under COBRA benefits.

ARTICLE 22

PENSION PLAN

The Retirement System as provided under M.G.L. c. 32 shall be applicable to all eligible employees.

ARTICLE 23

REST PERIODS

- A. There will be a fifteen-(15)-minute coffee break at a reasonable time in the morning.
- B. Employees will be given necessary time to return to the Yard at quitting time and are allowed a wash-up time not to exceed five (5) minutes at quitting time.
- C. If the 5:00 p.m. quitting time is not observed by mutual agreement between the City and the employees involved and the work continues uninterrupted up to and beyond 5:00 p.m., one-half (1/2) hour pay at the applicable rate will be paid.

- D. A one-half (½) hour meal break paid at the applicable rate will be allowed after each four (4) hours of overtime. The break will be taken at the Yard and the City will have reasonable flexibility in scheduling the breaks.

ARTICLE 24

SAFETY

- A. The Union and the City will cooperate to provide once a year a mandatory Standard First Aid course of eight (8) hours to all new employees and an optional Advanced First Aid course of sixteen (16) hours to all employees holding a W-4 labor grade or higher position. The mandatory Standard First Aid course shall be on a part-time basis.
- B. The City will take proper steps, where necessary, to protect the employees and the public.
- C. The City will maintain equipment in safe operating conditions and employees shall not be required to operate equipment which would endanger their safety.
1. The City will provide forms on which employees will be expected to report immediately to his/her assigned supervisor any defective equipment in order that the City shall take proper corrective steps.
 2. The assigned supervisor shall review the work slip to determine whether to continue or not to operate the vehicle.
 3. If continued operation of the vehicle violates either the requirements of the State Registry of Motor Vehicles or the assigned supervisor decides it is mechanically unfit to be operated, then the vehicle shall not be used until the necessary repairs have been made.
- D. The Department of Public Works will administer rubbish and refuse collections under the terms of City By-Law.
- E. The City will furnish adequate rain gear, rubber boots, gloves and helmets to its employees who shall be responsible for the proper storage, use, care and maintenance of the items assigned to him. Replacement shall be given only when the worn items are turned in. Loss, damage to negligence or misplaced items shall be replaced at the employee's cost.
- F. Employees must wear their identification cards so they are clearly visible when entering any private or commercial establishment to perform work.
- G. The City will continue the current system of using volunteers for regular assignments for extra work required for snow and ice control. Employees who volunteer for such work and who are assigned accordingly shall be considered to have the same obligation to work when called for such duty as they have to perform their normally assigned duties,

unless they have "booked off" with the prior approval of the Department or otherwise are unable to work. All employees shall be subject to mandatory emergency overtime duty under departmental rules and regulations. In the event that fifteen (15) or more percent of the employees in the bargaining unit fail to volunteer for snow and ice control assignments, all employees shall be subject to said rules and regulations. Whenever the City is in need of additional manpower for purpose of snow/ice control, it shall first make reasonable attempts to offer the work to qualified members of the bargaining unit, after which it may assign the work to non-bargaining unit persons. Nothing in this Section shall be interpreted to restrict the City's right under past practice to contract for snow/ice control services with independent contractors.

ARTICLE 25

GRIEVANCE PROCEDURE

- A. A grievance is defined as a complaint by any union member(s) or the union that there has been a violation, misinterpretation or misapplication of the terms of this agreement. This procedure is applicable to employees regardless of union membership status.
- B. The purpose of this procedure is to secure, at the lowest level, equitable solutions to problems which may arise under this Agreement. Any employee may state his grievance informally with his/her supervisor, provided a representative of the Union is present when the grievance is settled. If the matter is unresolved informally, an earnest effort shall be made to settle it by the following formal procedure.

Step 1: Any complaint shall be presented orally or written by the aggrieved employee and/or his Union Representative on behalf of the aggrieved employee to the Division Foreman within five (5) work days of the occurrence of the grievance. If they cannot reach a satisfactory settlement within one (1) work day, then the complaint shall be reduced to writing, signed and dated by the aggrieved employee and his Union Representative Division Steward, and referred to Step 2 within one (1) work day.

Step 2: A meeting of the Union Representative and Field Superintendent shall be held within two (2) working days. The Field Superintendent shall submit a written answer to the Union Representative within five (5) work days after the meeting. If the answer is unsatisfactory, the complaint shall be referred to Step 3 by the Union Representative within two (2) work days. General grievances may be presented by the Union Representative directly to the Field Superintendent at this Step.

Step 3: A meeting between the Union representative, the aggrieved employee, if the employee so desires, and the Director shall be held within three (3) work days. The Director shall submit a written answer to the Union Business Agent within five (5) work days after the meeting. If the answer is unsatisfactory, the complaint shall be referred to Step 4 within three (3) work days.

Step 4: A meeting of the Union Business Agent, the aggrieved employee, if he/she so desires, the Mayor or his/her designee and the Director shall be held within five (5) work days. The Mayor or his/her designee shall submit a written answer to the Business Agent within five (5) work days.

Step 5: If the final answer at Step 4 is not satisfactory, the matter may be referred to arbitration by a written request to the Massachusetts Board of Conciliation and Arbitration for the appointment of an arbitrator in accordance with its procedures. Such request must be filed within thirty (30) days after the final Step 4 answer is delivered to an agent of the Union. A copy of the request must simultaneously be filed at the Mayor's office. In the event the City and the Union do not agree to an arbitrator within ten (10) days of such request, the Massachusetts Board of Conciliation and Arbitration ("MBCA") will be requested to appoint an arbitrator. The arbitrator may not add to, amend or delete any provision of this Agreement.

Step 6: Either party may appeal the decision of the arbitrator or the decision of the MBCA to the Courts as provided by law.

- C. The services and expenses of the arbitrator shall be shared equally between the City and the Union.
- D. When any grievance meeting is mutually scheduled during regular work hours, those employees essential for participation in Steps 1, 2 and 3 will be released without loss of pay, but only for as long as the meeting shall be held.
- E. No record pertaining to a disciplinary action shall be used by the City in any grievance or arbitration procedure if during the below-specified time period after the discipline was imposed the employee received no further discipline for any reason:

Suspension: one (1) year
Warning: six (6) months

There shall be an exception to this provision in the case of discipline for absenteeism, where a longer period of time (not to exceed three (3) years in any case) is relevant to determining whether absenteeism is excessive.

ARTICLE 26

CLOTHING/TOOL ALLOWANCE/FEEES

- A. The City will provide an outfitting allowance of six hundred dollars (\$600) with the exception of employees in the Service Division actively engaged in vehicular repairs, service or maintenance who are provided uniforms by the City. These employees will receive a boot allowance of two hundred and twenty-five dollars (\$225) per employee. The employee who on November 15, 2010 held the position of Water Meter Reader will

be entitled to the outfitting allowance until the employee vacates that position. At that time, the outfitting allowance will cease and the employee will be entitled to a boot allowance of two hundred and twenty-five dollars (\$225).

- B. The City agrees that it will repair or replace with serviceable substitutes any employee's eyeglasses, false teeth, hearing aids, clothing or personal articles damaged as a result of a work-related accident without negligence on the part of the employee.
- C. The City agrees to pay the license fees charged by the State for the acquisition and maintenance of licenses (other than Class 3 driver's license) required by the City; for example (CDL, Classes 1 and 2, Pesticide, Hydraulic, Treatment Plant).
- D. The City will provide a tool allowance of four hundred and fifty dollars (\$450.00) per employee per year for mechanics. The City may require receipts for tool purchases.
- E. The City shall inform mechanics when training courses are scheduled, and employees assigned to attend will be paid at the regular hourly rate to take such courses.
- F. The City of Greenfield agrees to allow the United Public Service Employees Union emblem to be placed on City work shirts. United Public Service Employees Union shall pay only for the initial silk screen charges required for the emblem by the Cities supplier of such work shirts, once the initial charge has been paid by United Public Service Employees Union there shall be no further liability to the Union.

ARTICLE 27

SUBSTANCE ABUSE PROCEDURE

A. Purpose:

The purpose of this program is to establish the fact that the City of Greenfield and its employees have the right to expect a drug-free environment in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependency.

B. Scope and Standards for Testing:

Except in the case of applicants for employment in the bargaining unit, no drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of employees shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided. Job applications will refer to this policy and warn applicants that they may be tested.

The City shall provide a suspected employee and the Union with a written report evidencing reasonable suspicion within a reasonable time in advance of a proposed drug test.

The employee may initiate a review of the directive to submit a test sample or undergo a health test. The Directive shall be reviewed by a Committee of five (5), comprised of two Union designees, two (2) City designees and a health professional agreed on by the other four (4) members of the Committee.

The Committee will review evidence brought against the suspected employee and only after a majority of members of the Committee vote to uphold the evidence shall testing be required or the results of testing be released. If the Committee is not able to meet and/or decide within three (3) calendar days of a drug test directive being given to the employee, the employee will undergo the test and the test results will be sealed by the testing laboratory pending committee action.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

The directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

1. Balance: sure/unsure/questionable
2. Walking: steady/unsteady/questionable
3. Speech: clear/slurred/questionable
4. Attitude: cooperative/uncooperative/questionable
5. Eyes: clear/bloodshot/questionable
6. Odor of alcohol: none/strong/questionable

It is required that the observations of these objective facts by any supervisory witnesses be documented, along with any explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information as to observations and objective facts and the rational inference(s) which may be drawn from this data. Union representation at the time of the initial confrontation between the supervisor and an employee believed to be unable to work shall be secured. Unreasonable failure to do so shall invalidate the grounds for testing to that point, unless subsequently reconfirmed properly.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of City inquiry and/or

other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative, but not all-inclusive, examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents or involved in a dangerous situation reasonably suggesting the employee was not acting with his/her usual care.
3. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

Alcohol testing shall be performed without prior Committee review based upon reasonable suspicion as hereinbefore provided. It is agreed, however, that except in the case of a vehicle accident or other dangerous situation involving the employee, the City will avoid alcohol testing unless the employee has created a repeated reasonable suspicion situation and has been offered and has refused to accept a rehabilitation program.

C. Employee Grievance Rights:

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require testing shall be final and binding and not subject to the Grievance and Arbitration procedure. However, nothing herein shall be interpreted to deprive an employee of his/her rights under this Agreement or State labor law to contest disciplinary action through the grievance and arbitration procedure.

D. Testing:

All testing is to be conducted by trained personnel at the Franklin County Medical Center. Unless directed otherwise by the Review Committee, testing for alcohol will be by means of a blood test; however, by mutual agreement between the employee and the City, a breathalyzer test may be used as a preliminary screen. Unless directed otherwise by the Review Committee, testing for drugs will be by means of urinalysis testing; the immuno-assay procedure (EMIT) will be used as a preliminary screen and any positive result will be confirmed by the gas chromatography/mass spectrophotometry test. Such drug testing will be for cannabinoids, cocaine, amphetamines, barbiturates and opiates, as well as synthetic and substitute narcotics. The test sample taken from the employee shall be secured in accordance with Hospital standards. Failure to provide the test sample as

directed will result in disciplinary action. The employee will be provided with a sample specimen, appropriately sealed, identified and safeguarded, to be used for confirmatory testing if desired.

The City shall test urine samples for the applicable drugs pursuant to DOT regulation and requirements, as amended from time to time, and as administered by the City's third-party testing vendor.

At the time an employee provides the medical officer or laboratory technician a urine sample, the employee shall also provide said officer or technician a confidential written statement as to whether such employee is using any prescription drugs. In the event that both his/her initial test, secondary confirmatory test and the employee's independent test are positive of the same sample, then unless the employee has prescription(s) for the purchase and use of the drug(s) tested for, which prescription has been issued for the employee's use by a medical physician licensed in Massachusetts, which prescription issuance and use is verified by the City, then the employee shall be relieved of duty and placed on vacation, sick or personal day leave, with pay, to the extent such is available to him/her; and he/she shall be evaluated and participate in the City's drug rehabilitation program(s) in accordance with the provisions of this Article.

The City may require an employee tested positive in the initial test and confirmatory second test to provide it a copy of the said prescriptions, which prescription issuance and use it may verify in its discretion. The City, upon receipt thereof, shall maintain a record of same in a confidential manner, available only to the employee and to the Union at his/her written request. Where the testing of a urine sample requested by an employee as provided in this Article is negative and if the City's initial and secondary confirmation tests are positive, the fact of prescriptive use of said drugs or any of them, so verified herein, shall preclude any City disciplinary action against the employee, or any requirement that he/she participate in the program(s) referred to in this Article.

E. Positive Test Consequential Procedures:

Rehabilitation programs shall be mandatory for employees with confirmed positive results or for any employee admitting drug usage. Employees who successfully complete a rehabilitation program approved by the City shall be guaranteed no disciplinary action and a one-time-only right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this Article that an employee who is found to test positive on the drug screening shall be treated within the Employer/employee relationship. It is incumbent upon the employee to submit a proposal to the City to be reviewed by the physician designated by the City for approval. It is the intention that such proposal include a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such inpatient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The employee shall be expected to comply with all the requirements and

regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The employee agrees to submit to random urinalysis testing at the discretion of the City for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

The City shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

It is agreed that the parties will make every effort to protect privacy and confidentiality. It is further agreed that this policy is not intended to address any criminal conduct, and that nothing herein shall be interpreted so as to interfere with any police investigation.

ARTICLE 28

MISCELLANEOUS

- A. The City will provide copies of this contract to all employees in the bargaining unit within sixty (60) days following the signing of this Agreement.
- B. The City will notify the Union monthly of any change of rate or classifications, and of the rate and classification of new employees.
- C. A locked and enclosed bulletin board will be provided for Union use and under the control of the Union President. The Union shall have the right to post Union notices and bulletins pertaining to the administration of the internal business and affairs of the Union on the bulletin boards at each of the three (3) primary facilities. The Union agrees that it will neither cause, encourage nor permit the posting of notices which contain propaganda or which are partisan, controversial or derogatory to the City, its employees or its policies. Each notice and/or bulletin shall be signed by the Union officer or representative responsible for posting it and it shall be the duty of said Union officer or representative to cause the removal of said notice or bulletin from the board as soon as it has served its purpose.
- D. The employee shall promptly notify the City of any change in address and the telephone number where he can be reached.
- E. All correspondence with the City shall be addressed to the Mayor, City Hall.
- F. The City shall be furnished the names and titles of all Union officers and committees representing the Union in matters with the City and shall notify the City immediately of any change thereof or additions thereto.

- G. The City may only use prisoner labor in picking up papers (except Main Street) and/or cutting brush. In such cases, the City employees shall not be responsible for guarding or transporting the prisoners.
- H. In the event that the City decides to subcontract work regularly performed by bargaining unit employees in circumstances where bargaining unit employees are available, with the necessary skills and equipment, to do the work in the required time, the City shall give the Union thirty (30) days' written notice of its intention. This requirement shall not exist in the case of emergency or in the case of such long-standing practices as snow-plowing (unless radically expanded), carpentry or tree work contracting, or the use of seasonal help. Within five (5) work days of receipt of such a notice by the Union, the City, upon request, agrees to meaningfully bargain in good faith over the effects of such a decision.
- I. Heat Days: The City recognizes that on occasion, in the summer months, there are especially hot days which are difficult to work in. This policy attempts to address this while recognizing that certain essential services have to be provided.
1. A "heat day" shall be defined as any day whose peak temperature is 95 degrees Fahrenheit or above or any day whose peak temperature is 90 degrees Fahrenheit or above and is uncomfortably humid.
 2. On days which are expected to reach heat day levels, extra crews and/or equipment should be assigned to the rubbish collection effort with the goal of completing the rubbish collection by Noon. Once the heat day parameters are reached, all employees should be re-assigned to jobs which are out of the sun, if all essential services and the safety of the public are assured.
 3. On a day that is not expected to reach heat day levels but does, extra crews will be assigned to the rubbish collection effort to complete that activity as soon as possible.
 4. It shall be the responsibility of the Field Superintendent or his designee in consultation with the Union President to declare expected heat days and to order enactment of these measures.
 5. Essential services and the safety of the public must be assured before re-assignment out of the sun is made.
- J. Standby Duty: Standby duty groups shall be determined on a bid basis for Drainage, Water Distribution, Water Facilities, Plowing and Sanding. Preference shall be given to the most senior persons within the Division, and then to the most senior qualified persons outside the Division. Each duty period shall be for one (1) week: 7:00 a.m. Monday to the following 7:00 a.m. Monday.

It is further understood that there shall be a back-up list of people who would like to bid on standby duty. Any regular employee who has passed their probation period of hiring and is qualified can be added to the back-up list at any time. When a person on standby duty wishes to get off the standby rotation, he/she will write a speed letter of his/her intention and the opening will be filled by the most senior person on the back-up list.

At no time will the standby rotation fall below established minimum for each Division: Water (3), Water Facilities (3), Sanding (4). For Sewer/Drainage, the list will be at a minimum of eight (8) and maximum of twelve (12).

The maximum number of people on the rotation will be established by mutual agreement for each type of duty. Schedules of standby duty will be drawn in advance for each type of duty; once someone has bid on standby duty, he/she must stay on duty for the full period of the schedule except in case of sickness, quitting employment, retirement, injury and approved vacation. The present practice of switching duty with prior notice shall be continued.

If the number of people in any standby group falls below the minimum and no one is available on the back-up list, the City may temporarily assign qualified personnel. The City and the Union shall immediately schedule and then hold a meeting to resolve the situation.

- K. Custodians who previously earned seniority in the Parks/Forestry Division will retain their current seniority and be transferred to a new division entitled Custodian Division. Custodian positions will be re-classified on the wage schedule from W4 to W5, effective in the first payroll period following the date of execution of the contract, with no retroactive payments due or owing.

ARTICLE 29

DURATION

- A. This Agreement shall become effective July 1, 2017 and shall remain in full force and effect until and including June 30, 2020 and shall renew itself from year to year thereafter, unless written notice of desire to change or amend this Agreement is given at least sixty (60) days prior to the expiration date by either of the parties hereto. Written notice shall be mailed by certified mail, return receipt requested.
- B. Those provisions of this Agreement which are not in accordance with existing By-Laws of the City of Greenfield will become effective only when such By-Laws are changed or cancelled to permit such provisions to become effective.

IN WITNESS WHEREOF, the said CITY OF GREENFIELD, acting through its Personnel Board and the UNITED PUBLIC SERVICE EMPLOYEES UNION, through its officers duly

authorized, hereby set their hands and seals to this instrument and to other instruments of like tenor on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11th day of June, 2019.

CITY OF GREENFIELD:

UNITED PUBLIC SERVICE EMPLOYEES
UNION:

<u>[Signature]</u>	<u>6/7/19</u>	<u>UPSEU</u>	<u>6/7/19</u>
Date		President	Date
<u>[Signature]</u>	<u>6/10/19</u>	<u>Unit President</u>	<u>6/10/19</u>
Date		Michael Coulombe	Date
<u>[Signature]</u>	<u>6-10-19</u>	<u>Unit Vice President</u>	<u>6-10-19</u>
Date		Grag Dekoschak	Date
<u>[Signature]</u>	<u>6/10/19</u>	<u>Unit Secretary</u>	<u>6/10/19</u>
Date		Nathan Gray	Date

**LETTER OF INTENT
RECRUITMENT and SELECTION
for
Vacant DPW Supervisory Positions**

The City of Greenfield is committed to promoting qualified Union bargaining unit employees to supervisory positions belonging to the SSEA bargaining unit when a position becomes vacant in the Department of Public Works. It is recognized these positions may be as currently exists or as may hereafter become instituted in any management and supervisory reorganization the Superintendent deems prudent and necessary.

Although the Union holds no bidding rights to and holds no standing in any selection process or assessment criteria regarding any supervisory position controlled by the SSEA, the City will invite employees from the unit to apply for any vacant supervisory SSEA position upon the bidding process as required by the SSEA contract having been completed and no SSEA employee has been awarded any vacant position. Such an invitation to apply will be prior to instituting any recruitment process for prospective candidates not employed by the City. The time period to apply will be for a ten-(10)-day period immediately subsequent to the date the SSEA posting expires and no bid was received from the unit. The invitation notices shall be placed at the usual posting places designated for bid postings.

If no unit employee applies within the described period or if the applicant is unqualified or otherwise unsuitable for the vacant position as determined by criteria, the City determines at its sole and absolute discretion, the City shall proceed with any recruitment process it deems appropriate.

A trial period of sixty (60) calendar days from the date of appointment will be provided wherein either party may rescind the appointment for any reason and the employee may return to his/her previous Union position without prejudice. The City may, at its sole discretion, invite another applicant from the unit (when more than one had applied originally) to fill the position, or it may proceed with any recruitment strategy it has determined.

The City and Union agree that nothing in this Letter of Intent shall be considered to set past practice, precedent or bargaining regarding any other position(s) or provision(s), that it is solely in recognition of affirming the City's desire to fill promotional opportunities from 'in-house' when possible or feasible.

— End of Letter of Intent —

Town of Greenfield "W" Wage Schedule
July 1, 2017 – June 30, 2018
FY18

Grade	A	B	C	D	E	F	G
W3	\$15.12	\$15.46	\$15.87	\$16.55	\$16.94	\$17.37	\$17.80
	\$604.80	\$618.40	\$634.80	\$662.00	\$677.60	\$694.80	\$712.00
	\$31,449.60	\$32,156.80	\$33,009.60	\$34,424.00	\$35,235.20	\$36,129.60	\$37,024.00
W4	\$15.61	\$15.99	\$16.42	\$17.06	\$17.50	\$17.92	\$18.38
	\$624.40	\$639.60	\$656.80	\$682.40	\$700.00	\$716.80	\$735.20
	\$32,468.80	\$33,259.20	\$34,153.60	\$35,484.80	\$36,400.00	\$37,273.60	\$38,230.40
W5	\$16.13	\$16.50	\$16.92	\$17.53	\$17.97	\$18.42	\$18.87
	\$645.20	\$660.00	\$676.80	\$701.20	\$718.80	\$736.80	\$754.80
	\$33,550.40	\$34,320.00	\$35,193.60	\$36,462.40	\$37,377.60	\$38,313.60	\$39,249.60
W6	\$16.58	\$17.01	\$17.44	\$18.00	\$18.46	\$18.91	\$19.40
	\$663.20	\$680.40	\$697.60	\$720.00	\$738.40	\$756.40	\$776.00
	\$34,486.40	\$35,380.80	\$36,275.20	\$37,440.00	\$38,396.80	\$39,332.80	\$40,352.00
W7	\$17.00	\$17.44	\$17.88	\$18.52	\$18.98	\$19.46	\$19.94
	\$680.00	\$697.60	\$715.20	\$740.80	\$759.20	\$778.40	\$797.60
	\$35,360.00	\$36,275.20	\$37,190.40	\$38,521.60	\$39,478.40	\$40,476.80	\$41,475.20
W8	\$17.52	\$17.97	\$18.43	\$19.06	\$19.52	\$20.02	\$20.51
	\$700.80	\$718.80	\$737.20	\$762.40	\$780.80	\$800.80	\$820.40
	\$36,441.60	\$37,377.60	\$38,334.40	\$39,644.80	\$40,601.60	\$41,641.60	\$42,660.80
W9	\$17.94	\$18.40	\$18.88	\$19.54	\$20.04	\$20.53	\$21.05
	\$717.60	\$736.00	\$755.20	\$781.60	\$801.60	\$821.20	\$842.00
	\$37,315.20	\$38,272.00	\$39,270.40	\$40,643.20	\$41,683.20	\$42,702.40	\$43,784.00
W10	\$18.45	\$18.91	\$19.41	\$20.05	\$20.55	\$21.06	\$21.61
	\$738.00	\$756.40	\$776.40	\$802.00	\$822.00	\$842.40	\$864.40
	\$38,376.00	\$39,332.80	\$40,372.80	\$41,704.00	\$42,744.00	\$43,804.80	\$44,948.80
W11	\$18.88	\$19.38	\$19.85	\$20.56	\$21.07	\$21.62	\$22.12
	\$755.20	\$775.20	\$794.00	\$822.40	\$842.80	\$864.80	\$884.80
	\$39,270.40	\$40,310.40	\$41,288.00	\$42,764.80	\$43,825.60	\$44,969.60	\$46,009.60
W12	\$19.38	\$19.85	\$20.38	\$21.02	\$21.56	\$22.09	\$22.66
	\$775.20	\$794.00	\$815.20	\$840.80	\$862.40	\$883.60	\$906.40
	\$40,310.40	\$41,288.00	\$42,390.40	\$43,721.60	\$44,844.80	\$45,947.20	\$47,132.80

NOTE: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

Town of Greenfield "T" Wage Schedule
July 1, 2017 – June 30, 2018
FY18

Grade	A	B	C	D	E	F	G
T1	\$17.11	\$17.78	\$18.47	\$19.16	\$19.84	\$20.52	\$21.21
	\$684.40	\$711.20	\$738.80	\$766.40	\$793.60	\$820.80	\$848.40
	\$35,588.80	\$36,982.40	\$38,417.60	\$39,852.80	\$41,267.20	\$42,681.60	\$44,116.80
T2	\$19.34	\$20.00	\$20.68	\$21.38	\$22.05	\$22.73	\$23.44
	\$773.60	\$800.00	\$827.20	\$855.20	\$882.00	\$909.20	\$937.60
	\$40,227.20	\$41,600.00	\$43,014.40	\$44,470.40	\$45,864.00	\$47,278.40	\$48,755.20
T3	\$21.12	\$21.85	\$22.59	\$23.33	\$24.09	\$24.84	\$25.58
	\$844.80	\$874.00	\$903.60	\$933.20	\$963.60	\$993.60	\$1,023.20
	\$43,929.60	\$45,448.00	\$46,987.20	\$48,526.40	\$50,107.20	\$51,667.20	\$53,206.40

NOTE: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

Town of Greenfield "W" Wage Schedule
July 1, 2018 – June 30, 2019
FY19

Grade	A	B	C	D	E	F	G
W3	\$15.42	\$15.77	\$16.19				
	\$616.80	\$630.80	\$647.60	\$16.88	\$17.28	\$17.72	\$18.16
	\$32,073.60	\$32,801.60	\$33,675.20	\$675.20	\$691.20	\$708.80	\$726.40
				\$35,110.40	\$35,942.40	\$36,857.60	\$37,772.80
W4	\$15.92	\$16.31	\$16.75				
	\$636.80	\$652.40	\$670.00	\$17.40	\$17.85	\$18.28	\$18.75
	\$33,113.60	\$33,924.80	\$34,840.00	\$696.00	\$714.00	\$731.20	\$750.00
				\$36,192.00	\$37,128.00	\$38,022.40	\$39,000.00
W5	\$16.45	\$16.83	\$17.26				
	\$658.00	\$673.20	\$690.40	\$17.88	\$18.33	\$18.79	\$19.25
	\$34,216.00	\$35,006.40	\$35,900.80	\$715.20	\$733.20	\$751.60	\$770.00
				\$37,190.40	\$38,126.40	\$39,083.20	\$40,040.00
W6	\$16.91	\$17.35	\$17.79				
	\$676.40	\$694.00	\$711.60	\$18.36	\$18.83	\$19.29	\$19.79
	\$35,172.80	\$36,088.00	\$37,003.20	\$734.40	\$753.20	\$771.60	\$791.60
				\$38,188.80	\$39,166.40	\$40,123.20	\$41,163.20
W7	\$17.34	\$17.79	\$18.24				
	\$693.60	\$711.60	\$729.60	\$18.89	\$19.36	\$19.85	\$20.34
	\$36,067.20	\$37,003.20	\$37,939.20	\$755.60	\$774.40	\$794.00	\$813.60
				\$39,291.20	\$40,268.80	\$41,288.00	\$42,307.20
W8	\$17.87	\$18.33	\$18.80				
	\$714.80	\$733.20	\$752.00	\$19.44	\$19.91	\$20.42	\$20.92
	\$37,169.60	\$38,126.40	\$39,104.00	\$777.60	\$796.40	\$816.80	\$836.80
				\$40,435.20	\$41,412.80	\$42,473.60	\$43,513.60
W9	\$18.30	\$18.77	\$19.26				
	\$732.00	\$750.80	\$770.40	\$19.93	\$20.44	\$20.94	\$21.47
	\$38,064.00	\$39,041.60	\$40,060.80	\$797.20	\$817.60	\$837.60	\$858.80
				\$41,454.40	\$42,515.20	\$43,555.20	\$44,657.60
W10	\$18.82	\$19.29	\$19.80				
	\$752.80	\$771.60	\$792.00	\$20.45	\$20.96	\$21.48	\$22.04
	\$39,145.60	\$40,123.20	\$41,184.00	\$818.00	\$838.40	\$859.20	\$881.60
				\$42,536.00	\$43,596.80	\$44,678.40	\$45,843.20
W11	\$19.26	\$19.77	\$20.25				
	\$770.40	\$790.80	\$810.00	\$20.97	\$21.49	\$22.05	\$22.56
	\$40,060.80	\$41,121.60	\$42,120.00	\$838.80	\$859.60	\$882.00	\$902.40
				\$43,617.60	\$44,699.20	\$45,864.00	\$46,924.80
W12	\$19.77	\$20.25	\$20.79				
	\$790.80	\$810.00	\$831.60	\$21.44	\$21.99	\$22.53	\$23.11
	\$41,121.60	\$42,120.00	\$43,243.20	\$857.60	\$879.60	\$901.20	\$924.40
				\$44,595.20	\$45,739.20	\$46,862.40	\$48,068.80

NOTE: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

Town of Greenfield "T" Wage Schedule
July 1, 2018 – June 30, 2019
FY19

Grade	A	B	C	D	E	F	G
T1	\$17.45	\$18.14	\$18.84	\$19.54	\$20.24	\$20.93	\$21.63
	\$698.00	\$725.60	\$753.60	\$781.60	\$809.60	\$837.20	\$865.20
	\$36,296.00	\$37,731.20	\$39,187.20	\$40,643.20	\$42,099.20	\$43,534.40	\$44,990.40
T2	\$19.73	\$20.40	\$21.09	\$21.81	\$22.49	\$23.18	\$23.91
	\$789.20	\$816.00	\$843.60	\$872.40	\$899.60	\$927.20	\$956.40
	\$41,038.40	\$42,432.00	\$43,867.20	\$45,364.80	\$46,779.20	\$48,214.40	\$49,732.80
T3	\$21.54	\$22.29	\$23.04	\$23.80	\$24.57	\$25.34	\$26.09
	\$861.60	\$891.60	\$921.60	\$952.00	\$982.80	\$1,013.60	\$1,043.60
	\$44,803.20	\$46,363.20	\$47,923.20	\$49,504.00	\$51,105.60	\$52,707.20	\$54,267.20

NOTE: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

**City of Greenfield "W" Wage Schedule
July 1, 2019- December 31, 2019
FY20**

[illegible]

City of Greenfield "W" Wage Schedule
January 1, 2020- June 30, 2020
FY20

Grade	A	B	C	D	E	F	G
W3	\$16.09	\$16.51	\$17.22	\$17.63	\$18.07	\$18.52	\$18.98
	\$643.60	\$660.40	\$688.80	\$705.20	\$722.80	\$740.80	\$759.20
	\$33,467.20	\$34,340.80	\$35,817.60	\$36,670.40	\$37,585.60	\$38,521.60	\$39,478.40
W4	\$16.64	\$17.09	\$17.75	\$18.21	\$18.65	\$19.13	\$19.61
	\$665.60	\$683.60	\$710.00	\$728.40	\$746.00	\$765.20	\$784.40
	\$34,611.20	\$35,547.20	\$36,920.00	\$37,876.80	\$38,792.00	\$39,790.40	\$40,788.80
W5	\$17.17	\$17.61	\$18.24	\$18.70	\$19.17	\$19.64	\$20.13
	\$686.80	\$704.40	\$729.60	\$748.00	\$766.80	\$785.60	\$805.20
	\$35,713.60	\$36,628.80	\$37,939.20	\$38,896.00	\$39,873.60	\$40,851.20	\$41,870.40
W6	\$17.70	\$18.15	\$18.73	\$19.21	\$19.68	\$20.19	\$20.69
	\$708.00	\$726.00	\$749.20	\$768.40	\$787.20	\$807.60	\$827.60
	\$36,816.00	\$37,752.00	\$38,958.40	\$39,956.80	\$40,934.40	\$41,995.20	\$43,035.20
W7	\$18.15	\$18.60	\$19.27	\$19.75	\$20.25	\$20.75	\$21.27
	\$726.00	\$744.00	\$770.80	\$790.00	\$810.00	\$830.00	\$850.80
	\$37,752.00	\$38,688.00	\$40,081.60	\$41,080.00	\$42,120.00	\$43,160.00	\$44,241.60
W8	\$18.70	\$19.18	\$19.83	\$20.31	\$20.83	\$21.34	\$21.87
	\$748.00	\$767.20	\$793.20	\$812.40	\$833.20	\$853.60	\$874.80
	\$38,896.00	\$39,894.40	\$41,246.40	\$42,244.80	\$43,326.40	\$44,387.20	\$45,489.60
W9	\$19.15	\$19.65	\$20.33	\$20.85	\$21.36	\$21.90	\$22.45
	\$766.00	\$786.00	\$813.20	\$834.00	\$854.40	\$876.00	\$898.00
	\$39,832.00	\$40,872.00	\$42,286.40	\$43,368.00	\$44,428.80	\$45,552.00	\$46,696.00
W10	\$19.68	\$20.20	\$20.86	\$21.38	\$21.91	\$22.48	\$23.04
	\$787.20	\$808.00	\$834.40	\$855.20	\$876.40	\$899.20	\$921.60
	\$40,934.40	\$42,016.00	\$43,388.80	\$44,470.40	\$45,572.80	\$46,758.40	\$47,923.20
W11	\$20.17	\$20.66	\$21.39	\$21.92	\$22.49	\$23.01	\$23.63
	\$806.80	\$826.40	\$855.60	\$876.80	\$899.60	\$920.40	\$945.20
	\$41,953.60	\$42,972.80	\$44,491.20	\$45,593.60	\$46,779.20	\$47,860.80	\$49,150.40
W12	\$20.66	\$21.21	\$21.87	\$22.43	\$22.98	\$23.57	\$24.16
	\$826.40	\$848.40	\$874.80	\$897.20	\$919.20	\$942.80	\$966.40
	\$42,972.80	\$44,116.80	\$45,489.60	\$46,654.40	\$47,798.40	\$49,025.60	\$50,252.80

All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

NOTE:

Town of Greenfield "T" Wage Schedule
July 1, 2019 – June 30, 2020
FY20

Grade	A	B	C	D	E	F	G
T1	\$17.80	\$18.50	\$19.22	\$19.93	\$20.64	\$21.35	\$22.06
	\$712.00	\$740.00	\$768.80	\$797.20	\$825.60	\$854.00	\$882.40
	\$37,024.00	\$38,480.00	\$39,977.60	\$41,454.40	\$42,931.20	\$44,408.00	\$45,884.80
T2	\$20.12	\$20.81	\$21.51	\$22.25	\$22.94	\$23.64	\$24.39
	\$804.80	\$832.40	\$860.40	\$890.00	\$917.60	\$945.60	\$975.60
	\$41,849.60	\$43,284.80	\$44,740.80	\$46,280.00	\$47,715.20	\$49,171.20	\$50,731.20
T3	\$21.97	\$22.74	\$23.50	\$24.28	\$25.06	\$25.85	\$26.61
	\$878.80	\$909.60	\$940.00	\$971.20	\$1,002.40	\$1,034.00	\$1,064.40
	\$45,697.60	\$47,299.20	\$48,880.00	\$50,502.40	\$52,124.80	\$53,768.00	\$55,348.80

NOTE: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

New "T" Schedule for Mechanics per the attached effective January 1, 2009. Mechanics hired by the Town prior to 1975 who do not currently meet the requisite qualifications will be red-circled on the "T" Schedule in the column closest but not less than their current wage rate until they meet the requisite qualifications. Once they meet the requisite qualifications, they will be subject to annual step increases in the ordinary course.

"T" Schedule Criteria for Mechanics

T3	Assistant Foreman	ASE Master Cert for heavy and/or light duty vehicles LI Advanced Engine Performance Cert preferred	Class A; Hydraulics
T3	Master Mechanic	ASE Mast Cert for heavy and/or light duty vehicles LI Advanced Engine Performance Cert preferred	Class A; Hydraulics
T2	Mechanic	ASE T4 Cert for heavy and light duty vehicles ASE T2 and/or AI engine repair preferred	Class B; Hydraulics
T2	Mechanic	ASE T4 Mech Cert for heavy and light duty vehicles ASE T2 and/or AI engine repair preferred	Class B; Hydraulics
T1	Assistant Mechanic	ASE A5 Cert for light duty brakes	Class B; Hydraulics

APPENDIX A

1. Memorialize past practice of four (4) hour paid release time for the bargaining unit during the summer on a mutually agreed date.
2. Employee Glen Robinson will be red circled as Operator.
3. Current Parks and Forestry Division employees are grandfathered and will retain seniority in both when Divisions are split. New employees will earn seniority only in the Division they are hired into.
4. The Parties agree to a reopener if City decides to vacate, lease, sell or transfer station property or function.
5. The Parties agree to a reopener to discuss possible consolidation or joining of central maintenance with Greenfield Public Schools Custodians.

HEALTH INSURANCE:

The Union recognizes that health insurance costs are a significant and rising expenditure and liability to the City's annual budget. The Union will continue to cooperate with other unions and the City through the Insurance Advisory Committee.

Either party may serve notice on the other that they wish to reopen the contract on the subject of health insurance during the life the contract. By mutual agreement, the parties will meet and bargain in good faith within thirty (30) days of such notice.

LTD PROPOSAL:

It is understood the LTD program will be instituted when all non-public safety City unions (e.g., Clerical, DPW, SSEA) finally agree to the same program and language changes to their respective Sick Leave Articles so the program is standardized for all employees.

It is understood the current Article 13, Sick Leave remains in effect until the same LTD program and language changes to the respective Sick Leave Articles have been ratified by the respective union membership(s) and the program is implemented.

As it is unknown what changes may be made to the proposal, if any, during City negotiations with other unions, the parties agree to a re-opener on the proposal if changes are made and agreed to by the City and any other non-public safety union to a proposal that was presented to the Union during negotiations. With mutual intent to come to an agreement, the parties will meet and bargain in good faith within 30 days after such request to re-open.

APPENDIX B
Organizational Structure – Proposed Positions

Position	Grade	Licensing Requirements		
		CDL	Hoisting	Other
Laborer	8	B w/air	213	
Craftsman	9	B w/air & tanker	2B, 1C	
Operator	10	B w/air	2B, 1C, 4G	
Senior Operator 1	11	B w/air	2A, 1C, 4G	
Senior Operator 2	11	A w/air	213, 1C, 4G	
Crew Chief	12	B w/air	2A, 1C, 46	

- NOTES:**
1. If someone is promoted to a higher position requiring a lesser license, existing licenses may be maintained and can be utilized by the Town.
 2. For water distribution personnel, a \$25/week stipend is proposed to licensed employees, req'd or not, to encourage DEP licensing requirements for primary and secondary operators are met at each position. This stipend eliminates the current incentive plan for water distribution employees. This stipend is to recognize the additional license requirement that the other similar positions do not require.

The water facilities employees will not be eligible for this stipend as they are currently on the T schedule but will continue with the incentive program.
 3. For trolley operation, current employees with the CDL B and passenger endorsement will be granted first right of refusal on a seniority basis. Additional members will be licensed by posting a list, depending on the number of employees needed by the Town.
 4. All pay grades that are currently higher than the proposed grades will remain the same until such time as the position becomes vacant.
 5. None of these positions prevent the ability of the Town to require the work of a laborer.

APPENDIX B
Organizational Structure – Current Major Equipment Summary

Equipment	CDL Required	Hoisting Required	Minimum Position to operate
Excavator	NONE	2A	Senior Operator 1
Tractor Trailer	A w/air	NONE	Senior Operator 2
Log Truck	B w/air ^{AA}	1C	Operator
Loader ^A	NONE	2B, 1C	Operator
Backhoe A	NONE	2B, 1C	Operator
Road side mower	NONE	4G	Operator
Vactor	B w/air & tanker	NONE	Craftsman
Skid Steer	NONE	2D, 1C	Craftsman/Laborer *
Forklift	NONE	1C	Craftsman/Mechanics
6-wheel/10-wheel dump truck	B w/air	NONE	Laborer
Bucket Truck	B w/air	NONE	Operator**
Trash/Recycle Trucks	B w/air	NONE	Laborer
1-ton/pickup truck	NONE	NONE	Laborer
Large Mower (Toro)	NONE	NONE	Laborer
Trolley	B w/passenger	NONE	As Needed

* Laborer can operate without forks.

** According to license requirements however skilled position requiring specialized training.
 When using for high hazard forestry work around wires.

*** Crew Chief should be able to run anything, except tractor trailer

^A Laborer is required to have 2B hoisting to load their own truck on occasion.

^{AA} There are occasions when CDL A may be required for towing.

Organizational Structure - APPENDIX

Significance of the structure - Appendix

47

TOWN OF GREENFIELD

Department of Public Works

APPENDIX

Last Revised: 1/7/2015

Organizational Structure - Proposed Additional Costs

Division	12's, crew chiefs		11's, Sr. Operators		10's, Operators		9's, Craftsmen		8's, Laborers		Total	
	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
Highway & Traffic	1	1	0	0	0	2	3	1	2	2	6	6
Parks	1	1	0	0	0	0	1	1	2	2	4	4
Forestry	1	1	0	0	0	1	2	1	0	0	3	3
Solid Waste	1	1	2	2	0	1	0	0	5	4	8	8
Sewer & Drain	1	1	1	1	0	1	2	2	2	1	6	6
Water Distribution	1	1	0	0	0	1	3	2	3	3	7	7
	6	6	3	3	0	6	11	7	14	12	34	34

ADDITIONAL LABOR COSTS		
Division	Costs	OT
Highway & Traffic	\$1,914	\$191
Parks	\$0	\$0
Forestry	\$957	\$96
Solid Waste	\$1,893	\$189
Sewer & Drain	\$1,893	\$189
Water Distribution	\$10,057	\$1,006
	\$16,713	\$1,671

ADDITIONAL LICENSING COSTS					
License	Qty	New License Fees (\$125):	Renewal Fees (\$75):	CEI's (\$100):	Total:
Hoisting	14	\$1,750	\$1,050	\$1,400	\$4,200
COL Endorsement	5	\$625	\$375	\$500	\$1,500
					\$5,700

TOTAL ESTIMATED PROPOSAL COST: \$24,084

TOWN OF GREENFIELD
Department of Public Works

APPENDIX B

Last Revised: 1/7/2015

Organizational Structure - Proposed Water Distribution Changes

Current Contract			Proposed Contract		
Division	Title	Grade	License Requirements	Division	Title
Water Distribution	Water Distribution System Crew Chief	12	CDL B w/air, hydraulic, 3D water license	Water Distribution	Crew Chief
Water Distribution	Water Equipment Operator 1X/Laborer	9	CDL B w/air, hydraulic w/1C	Water Distribution	Operator
Water Distribution	Water Craftsman	9	CDL B w/air, hydraulic for loader/backhoe, 2D water license	Water Distribution	Craftsman
Water Distribution	Water Distribution Journeyman	8	CDL B w/air, holsters	Water Distribution	Laborer
Water Distribution	Water Meter Reader	8	CDL B w/air	Water Distribution	Laborer

Existing Qty	Grade	Avg. Rate	Proposed Qty	Weekly Change	Yearly Change
1	12's	\$19.05	1	\$0.00	\$0.00
0	11's	\$18.60	0	\$0.00	\$0.00
3	10's	\$18.17	1	\$726.80	\$37,793.60
3	9's	\$17.71	2	-5708.40	-536,836.80
7	8's	\$17.26	3	\$0.00	\$0.00
7			7		
				Stipend (\$1,300/yr x 7 guys) =	\$9,100
					\$10,057

NOTE: 1. Due to additional requirement of water operator license, this proposal includes a \$25 weekly stipend for that license.
2. For those who don't currently have and are not required to have the 2D Water License, they will not be required to get it now but will not be eligible for the stipend.

TOWN OF GREENFIELD
Department of Public Works

APPENDIX B

Last Revised: 1/7/2015

Organizational Structure - Proposed Sewer & Drain Changes

Current Contract			Proposed Contract		
Division	Title	Grade	License Requirements	Division	Title
Sewer	Crew Chief			Sewer & Drain	Crew Chief
Sewer	Sewer Equipment Operator VIII - Vactor/Laborer	12	CDL B w/air, hydraulic	Sewer & Drain	Craftsman
Sewer	Sewer Journeyman	8	CDL B w/air, hydraulic	Sewer & Drain	Laborer
Sewer	Sewer Craftsman	8	CDL B w/air, holsters	Sewer & Drain	Craftsman
Sewer	Sewer Equipment Operator IX/Laborer	9	CDL B w/air, hydraulic	Sewer & Drain	Operator
Sewer	Senior Operator/Laborer	11	CDL B w/air, hydraulic	Sewer & Drain	Senior Operator 1
			CDL B w/air, 2A & 4G Holsters		

Existing Qty Grade

1. 12's	Avg. Rate Proposed Qty	Weekly Change	Yearly Change
1 11's	\$19.05	1 \$0.00	\$0.00
0 10's	\$18.60	1 \$0.00	\$0.00
2 9's	\$18.17	1 \$726.80	\$37,793.60
2 8's	\$17.71	2 \$0.00	\$0.00
6	\$17.26	1 -\$690.40	-\$35,900.80
		6 \$36	\$1,893

TOWN OF GREENFIELD
Department of Public Works

APPENDIX B

Last Revised: 1/7/2015

Organizational Structure - Proposed Solid Waste Changes

Current Contract				Proposed Contract			
Division	Title	Grade	License Requirements	Division	Title	Grade	License Requirements
Solid Waste	Crew Chief		12 CDL B w/air, hydraulic license w/4G	Solid Waste	Crew Chief	12	CDL B w/air, Holster 2A & 46
Solid Waste	Senior Operator		11 CDL A w/air, hydraulic license	Solid Waste	Senior Operator 2	11	CDL A w/air, Holster 2A, 1C, 46
Solid Waste	Equipment Operator V111/Laborer		8 CDL B w/air, hydraulic license	Solid Waste	Operator	10	CDL B w/air, Holster 2B, 4G, 1C
Solid Waste				Solid Waste	Laborer	8	CDL B w/air, Holster 29

Existing Qty	Grade	Avg. Rate	Proposed Qty	Weekly Change	Yearly Change
1 12's		\$19.05	1	\$0.00	\$0.00
2 11's		\$18.60	2	\$0.00	\$0.00
0 10's		\$18.17	1	\$726.80	\$37,793.60
0 9's		\$17.71	0	\$0.00	\$0.00
5 8's		\$17.26	4	-\$690.40	-\$35,900.80
8			8	\$36	\$1,893

TOWN OF GREENFIELD
Department of Public Works

APPENDIX B

Last Revised: 2/19/2015

Organizational Structure - Proposed Forestry Changes

		Current Contract			Proposed Contract		
Division	Title	Grade	License Requirements	Division	Title	Grade	License Requirements
Parks & Forestry	Crew Chief - Forestry		12 CDL w/air, hydraulic license w/1C & 4G, possible CDL A	Forestry	Crew Chief	12	CDL B w/air, Hoister 2A, 4G, 1C
Parks & Forestry	Forestry Craftsman/Log Truck Operator/Bucket Truck		9 CDL B w/air, hydraulic license w/1C & 4G	Forestry	Operator	10	CDL B w/air, Hoister 2B, 4G, 1C
Parks & Forestry	Forestry Craftsman		9 CDL B w/air, hydraulic license w/1C & 4G	Forestry	Craftsman	9	CDL B w/tanker, Hoister 2B, 1C
Existing Qty		Grade	Avg. Rate	Proposed Qty	Weekly Change	Yearly Change	
1 12's			\$19.05	1	\$0.00	\$0.00	
0 11's			\$18.60	0	\$0.00	\$0.00	
0 10's			\$18.17	1	\$726.80	\$37,793.60	
2 9's			\$17.71	1	-\$708.40	-\$36,836.80	
0 8's			\$17.26	0	\$0.00	\$0.00	
3				3	\$18	\$957	

APPENDIX B

Organizational Structure - Proposed Parks Changes

53

TOWN OF GREENFIELD

Department of Public Works

APPENDIX B

Last Revised: 1/7/2015

Organizational Structure - Proposed Highway & Traffic Changes

Current Contract			Proposed Contract			
Division	Title	Grade	License Requirements	Division	Title	Grade
Highway	Crew Chief			Highway & Traffic	Crew Chief	12
Highway	Highway Equipment Operator IX/Laborer	12	Class II Operators License, Hydraulic License	Highway & Traffic	Operator	10
Highway	Highway Craftsman/Laborer	9	CDL B w/air, hydraulic	Highway & Traffic	Craftsman	9
Highway	Highway Equipment Operator VIII/Laborer	9	CDL B w/air, hydraulic	Highway & Traffic	Laborer	8
Traffic	Equipment Operator	8	CDL B w/air, hydraulic	Highway & Traffic	Operator	10
Traffic	Traffic Journeyman	9	CDL B, hydraulic	Highway & Traffic	Laborer	8
		8	CDL B w/air, holsters, bondable	Highway & Traffic		

Existing Qty	Grade	Avg. Rate	Proposed Qty	Weekly Change	Yearly Change
1	12's	\$19.05	1	\$0.00	\$0.00
0	11's	\$18.60	0	\$0.00	\$0.00
0	10's	\$18.17	2	\$1,453.60	\$75,587.20
3	9's	\$17.71	1	-\$1,416.80	-\$73,673.60
2	8's	\$17.26	2	\$0.00	\$0.00
6			6	\$37	\$1,914